

LANCASTER COUNTY
COUNTY - CITY BUILDING
LINCOLN, NEBRASKA 68508
BOARD OF COMMISSIONERS

Telephone: (402) 441-7410
FAX : (402) 441-6513

**IT IS THE VENDOR'S RESPONSIBILITY TO CHECK
FOR ADDENDUMS PRIOR TO SUBMITTING PROPOSALS**

NOTICE TO BIDDERS
SPECIFICATION NO. 05-128

Lancaster County intends to purchase and invites you to submit a sealed bid for:

Rebid
PURCHASE OF ONE (1) USED, MINIMUM 120 PTO
H.P., 2WD TRACTOR
FOR THE
COUNTY ENGINEER'S SHOP

MEETING OR EXCEEDING LANCASTER COUNTY'S SPECIFICATIONS

Sealed bids will be received by Lancaster County, Nebraska on or before **12:00 noon Central Time, Wednesday, May 25, 2005**, in the office of the Purchasing Agent, "**K**" **Street Complex (SW Wing), Suite 200, 440 So. 8th Street**, Lincoln, NE 68508. Bids will be publicly opened and read aloud in the Conference Room at the "**K**" Street Complex.

Bidders should take caution if U.S. mail or mail delivery services are used for the submission of bids. Mailing should be made in sufficient time for bids to arrive in the Purchasing Division, prior to the time and date specified above. Late bid will not be considered.

Fax bid responses are not acceptable. All bids must possess an original signature and be in a sealed envelope.

COMMISSIONERS

*DEB SCHORR * LARRY HUDKINS * RAY STEVENS * BERNIE HEIER * BOB WORKMAN*
KERRY EAGAN, Chief Administrative Officer

INSTRUCTIONS TO BIDDERS

LANCASTER COUNTY, NEBRASKA PURCHASING DIVISION

1. BIDDING PROCEDURE

- 1.1 Bidder shall submit two (2) complete sets of the bid documents and all supporting material. All appropriate blanks shall be completed. Any interlineation, alteration or erasure on the specification document shall be initialed by the signer of the bid. Bidder shall not change the proposal form nor make additional stipulations on the specification document. Any amplified or qualifying information shall be on the bidder's letterhead and firmly attached to the specification document.
- 1.2 Bid prices shall be submitted on the Proposal Form included in the bid document and in a sealed envelope with the bid number and/or description clearly marked on the outside of the envelope.
- 1.3 Each bid must be legibly printed in ink or by typewriter, include full name, business address, and telephone no. of the bidder; and be signed in ink by the bidder.
- 1.4 A bid by a firm or organization other than a corporation must include the name and address of each member.
- 1.5 A bid by a corporation must be signed in the name of such corporation by a duly authorized official thereof.
- 1.6 Any person signing a bid for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.7 Bids received after the time and date established for receiving bids will be rejected.

2. EQUAL OPPORTUNITY

- 2.1 Each bidder agrees that it shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, disability, national origin, age, or marital status. In the employment of persons, bidder shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, disability, national origin, age, or marital status.

3. BIDDER'S REPRESENTATION

- 3.1 Each bidder by signing and submitting a bid, represents that the bidder has read and understands the specification documents, and the bid has been made in accordance therewith.
- 3.2 Each bidder for services further represents that the bidder is familiar with the local conditions under which the work is to be done and has correlated the observations with the requirements of the bid documents.

4. INDEPENDENT PRICE DETERMINATION

- 4.1 By signing and submitting this bid, the bidder certifies that the prices in this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder prior to bid opening directly or indirectly to any other bidder or to any competitor; no attempt has been made, or will be made, by the bidder to induce any person or firm to submit, or not to submit, a bid for the purpose of restricting competition.

5. CLARIFICATION OF SPECIFICATION DOCUMENTS

- 5.1 Bidders shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of specification documents.
- 5.2 Bidders desiring clarification or interpretation of the specification documents shall make a written request which must reach the Purchasing Agent at least seven (7) calendar days prior to date and time for bid receipt.
- 5.3 Interpretations, corrections and changes made to the specification documents will be made by written addenda.
- 5.4 Oral interpretations or changes to the Specification Documents made in any other manner, will not be binding on the County; and bidders shall not rely upon such interpretations or changes.

6. ADDENDA

- 6.1 Addenda are written instruments issued by the County prior to the date for receipt of bids which modify or interpret the specification document by addition, deletion, clarification or correction.
- 6.2 Addenda will be mailed or delivered to all who are known by the County to have received a complete set of specification documents.
- 6.3 Copies of addenda will be made available for inspection at the office of the Purchasing Agent.
- 6.4 No addendum will be issued later than forty-eight (48) hours prior to the date and time for receipt of bids, except an addendum withdrawing the invitation to bid, or an addendum which includes postponement of the bid.
- 6.5 Bidders shall ascertain prior to submitting their bid that they have received all addenda issued, and they shall acknowledge receipt of addenda on the proposal form.

7. BRAND NAMES

- 7.1 Wherever in the specifications or proposal form brand names, manufacturer, trade name, or catalog numbers are specified, it is for the purpose of establishing a grade or quality of material only; and the term "or equal" is deemed to follow.
- 7.2 It is the bidder's responsibility to identify any alternate items offered in the bid, and prove to the satisfaction of the County that said item is equal to, or better than, the product specified.
- 7.3 Bids for alternate items shall be stated in the appropriate blank on the proposal form, or if the proposal form does not contain blanks for alternates, bidder MUST attach to the specification documents on Company letterhead a statement identifying the manufacturer and brand name of each proposed alternate, plus a complete description of the alternate items including illustrations, performance test data and any other information necessary for an evaluation. The bidder must indicate any variances by item number from the specification document no matter how slight. Bidder must fully explain the variances from the specification document, since brochure information may not be sufficient.
- 7.4 If variations are not stated in the proposal, it will be assumed that the item being bid fully complies with the County's specifications.

8 DEMONSTRATIONS/SAMPLES

- 8.1 Bidders shall demonstrate the exact item(s) proposed within seven (7) calendar days from receipt of such request from the County.
- 8.2 Such demonstration can be at the County delivery location or a surrounding community.
- 8.3 If bidder does not have an item in the area, it will be at the bidder's expense to send appropriate County personnel to the nearest location to view and inspect proposed item(s).
- 8.4 If items are small and mailable, and the bidder is proposing an alternate product, the bidder MUST supply a sample of the exact item. Samples will be returned at bidder's expense after receipt by the County of acceptable goods. Bidders must indicate how samples are to be returned.

9 DELIVERY

- 9.1 Each bidder shall state on the proposal form the date upon which he can make delivery of all equipment or merchandise. Time required for delivery is hereby made an essential element of the bid.
- 9.2 The County reserves the right to cancel orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on the proposal form.
- 9.3 All bids shall be based upon delivery of the equipment or merchandise F.O.B. the County at the location specified by the County, with all transportation charges paid.

10 WARRANTIES, GUARANTEES AND MAINTENANCE

- 10.1 Copies of the following documents must accompany the bid proposal for all items being bid:
1. Manufacturer's warranties and/or guarantees.
 2. Bidder's maintenance policies and associated costs.
- 10.2 As a minimum requirement of the County, the bidder will guarantee in writing that any defective components discovered within a one (1) year period after the date of acceptance shall be replaced at no expense to the County. Replacement parts of defective components shall be shipped at no cost to the County. Shipping costs for defective parts required to be returned to the bidder shall be paid by the bidder.
- 10.3 Bidder Warrants and represents to the County that all software/firmware/ hardware/equipment /systems developed, distributed, installed or programmed by Bidder pursuant to this Specification and Agreement.
1. Is Year 2000 compliant, is designed to be used prior to, during, and after the calendar year 2000 AD; will operate consistently, predicably and accurately, without interruption or manual intervention, and in accordance with all requirements of this Specification and Agreement, including without limitation, all specification and/or functionality and performance requirements, during each such time period, and transitions between them, in relation to dates it encounters or processes;
 2. That all date recognition and processing by the software/firmware/ hardware/equipment/system will include the four-digit-year format and will correctly recognize and process the date of February 29, and any related data, during Leap years; and
 3. That all date sorting by the software/firmware/hardware/ equipment/system that includes a "year category" shall be done based on the four-digit-year format. Upon being notified in writing by the County of the failure of any software/ firmware/ hardware/ equipment/ systems to comply with this Specification and Agreement, Contractor will, within 60 days and at no cost to the County, replace or correct the non-complying software/firmware/hardware/ equipment/systems with software/firmware/hardware/ equipment/systems that does comply with this Specification and Agreement.
 4. Other systems: to the extent that the software/firmware/ hardware/equipment/system will accept data from other systems and sources that are not Year 2000 compliant, the software/firmware/ hardware/equipment/system must properly recognize, calculate, sort, store, output and otherwise process such data in a manner that eliminates any century ambiguity so that the software/firmware /hardware/equipment/system remains Year 2000 compliant.
 5. No Disclaimers: The warranties and representations set forth in this section 10.3 shall not be subject to any disclaimer or exclusion of warranties or to any limitations of Licensor's liability under this Specification and Agreement.

11 ACCEPTANCE OF MATERIAL

- 11.1 All components used in the manufacture or construction of materials, supplies and equipment, and all finished materials, shall be new, the latest make/model, of the best quality, and the highest grade workmanship.
- 11.2 Material delivered under this proposal shall remain the property of the bidder until:
1. A physical inspection and actual usage of this material is made and found to be acceptable to the County; and
 2. Material is determined to be in full compliance with the specifications and accepted proposal.
- 11.3 In the event the delivered material is found to be defective or does not conform to the specification documents and accepted proposal, then the County reserves the right to cancel the order upon written notice to the bidder and return material to the bidder at bidder's expense.

- 11.4 Successful bidder shall be required to furnish title to the material, free and clear of all liens and encumbrances, issued in the name of Lancaster County, Nebraska, as required by the specification documents or purchase orders.
- 11.5 Selling dealer's advertising decals, stickers or other signs shall not be affixed to equipment. Vehicle mud flaps shall be installed blank side out with no advertisements. Manufacturer's standard production forging, stamping, nameplates and logos are acceptable.

12 BID EVALUATION AND AWARD

- 12.1 The signed bid proposal shall be considered an offer on the part of the bidder. Such offer shall be deemed accepted upon issuance by the County of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 12.2 No bid shall be modified or withdrawn for a period of sixty (60) calendar days after the time and date established for receiving bids, and each bidder so agrees in submitting the bid.
- 12.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 12.4 The bid will be awarded to the lowest responsive, responsible bidder whose proposal will be most advantageous to the County, and as the County deems will best serve their requirements.
- 12.5 The County reserves the right to accept or reject any or all bids, or parts of bids; to request rebids; to waive irregularities and technicalities in bids; or to award the bid on a split-order basis, or lump-sum basis; such as shall best serve the requirements and interests of the County.

13 INDEMNIFICATION

- 13.1 The bidder shall indemnify and hold harmless the County, its members, its officers and employees from and against all claims, damages, losses, and expenses, including, but not limited to attorney's fees arising out of or resulting from the performance of the contract, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property other than goods, materials and equipment furnished under this contract) including the loss of use resulting therefrom; is caused in whole or part by any negligent act or omission of the bidder, any subcontractor, or anyone directly or indirectly employed by any one of them or anyone for whose acts made by any of them may be liable, regardless of whether or not it is caused by a party indemnified hereunder.
- 13.2 In any and all claims against the County or any of its members, officers or employees by an employee of the bidder, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 13.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the bidder or any subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

14 TERMS OF PAYMENT

- 14.1 Unless other specification provisions state otherwise, payment in full will be made by the County within thirty (30) calendar days after all labor has been performed and all equipment or other merchandise has been delivered, and all such labor and equipment and other materials have met all contract specifications.

15 LAWS

- 15.1 The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.

SEALED BID SPECIFICATION NO. 05-128

BID OPENING TIME: 12:00 NOON
DATE: Wednesday, May 25, 2005

ADDENDA RECEIPT: The receipt of the addenda to the specification number ____ through ____ is hereby acknowledged. Failure of any bidder to receive any addenda or interpretation shall not relieve the bidder from obligations specified in the bid request. All addenda shall become part of the final contract document.

The undersigned submitter, having full knowledge of the requirements of Lancaster County for the above listed project, terms and conditions of the request, agrees to provide the labor, materials and equipment in strict accordance with the specifications as prepared by the County for the consideration of the amount set forth in the following price schedule:

PURCHASE OF ONE (1) USED, MIN. 120 PTO H.P. TRACTOR

QTY.	DESCRIPTION	Unit Price	Total Cost
1 EA.	USED, minimum 120 PTO net H.P. 2WD Tractor as per specs., including manuals & delivery: Brand, Make & Model: _____ Warranty: _____ Delivery Lead Time after receipt of order: _____ Days	\$_____ Ea.	\$_____

*It is County's intent to notify the successful bidder w/in 7 days of bid date. **NO BIDDER'S BOND IS REQUIRED.***

**NOTE: RETURN 2 COMPLETE COPIES OF BID OFFER AND SUPPORTING MATERIAL.
MARK OUTSIDE OF BID ENVELOPE AS FOLLOWS: SEALED BID FOR SPEC. NO. 05-128**

The undersigned signatory of the bidder represents and warrants that he has full and complete authority to submit this offer to Lancaster County, and to enter into a contract if this offer is accepted.

COMPANY NAME

BY (Signature)

STREET ADDRESS or P.O. BOX

(Print Name)

CITY, STATE ZIP CODE

(Title)

TELEPHONE NO.

(Date)

FAX NO.

**EMPLOYER'S FEDERAL I.D. NO.
OR SOCIAL SECURITY NUMBER**

Email: _____

BIDS MAY BE INSPECTED IN THE PURCHASING OFFICE DURING NORMAL BUSINESS HOURS, AFTER TABULATION. IF YOU DESIRE A COPY OF THE BID TABULATION TO BE MAILED TO YOU, YOU MUST ENCLOSE A SELF-ADDRESSED STAMPED ENVELOPE WITH YOUR BIDDING DOCUMENTS. Tabulations are also posted on our web site at: <http://ci.lincoln.ne.us/city/finance/purch/index.htm>

SPECIFICATIONS FOR USED MINIMUM 120 PTO H.P., 2WD TRACTOR

SPECIFICATION #05-128

SCOPE: Purchase One (1) used tractor - shall be furnished complete and ready for satisfactory operation. The tractors will be used to pull a Balebuster/Strawblower used in highway seeding operations. The unit shall be the. Lancaster County is looking for a good serviceable used tractor in the price range of \$13,000 to \$20,000. Bidder may submit more than one (1) tractor by photo- coping bid schedule and indicating as a title "Option #1 of _", "Option #2 of _", etc. ANY INFORMATION NECESSARY TO SHOW COMPLIANCE WITH THE SPECIFICATIONS NOT GIVEN ON THE BID SCHEDULE MUST BE SUPPLIED IN WRITING AND ATTACHED TO THE BID PROPOSAL. Unit shall meet or exceed the following requirements:

Meets Spec YES NO	Item No.	Feature Description	Comments
	1.	ENGINE	
		1.1 120 PTO H.P. Minimum	
		1.2 Anti Freeze protection to -30 degrees	
	2.	TRANSMISSION	
		2.1 Minimal partial powershift	
	3.	POWER TAKE OFF	
		3.1 1-3/8 inch shaft 540/1000 PTO shaft	
	4.	ROCK SHAFT	
		4.1 Rock shaft with category II rear, 3-point hitch w/quick coupler	
	5.	HYDRAULIC SYSTEM	
		5.1 (3) Three control valves with quick couplers	
	6.	FRONT AXLE	
		6.1 Adjustable front Axle 56" to 84" Center of tire to center of other tire - set to match rear tire	
	7.	REAR AXLE	
		7.1 Back & pinion axle w/compatibility for dual rear wheels or Bar axle to accept wedge design dual wheels	
		7.2 Adjustable rear wheel tread 56" to 80" center of tire to center of other tire - set out to maximum 80"	

Meets Spec YES NO		Item No.	Feature Description	Comments
		8.	TIRES AND WHEELS	
			8.1 18.4 - 38 inch or 20.8 - 38 inch 8 ply rating (R) dual - axle mount tires (rear)	
		9.	CAB, ROLL BAR, & MISCELLANEOUS	
			9.1 Factory cab with rollover protection system	
			9.2 Air conditioner / heater	
			9.3 Seat belt	
			9.4 Flashing warning light and a combination tail & implement light	
			9.5 Hour meter	
			9.6 500 lb. Counter balance. At least 20% of the total weight must remain on the front axle	
		10.	WARRANTY	
			10.1 List any warranty offered/remaining:	
			10.2 List location of warranty work:	
		11.	DELIVERY	
			11. Price to include delivery to: Lancaster County Shop Attn: Bill Fleisher (402) 441-7797 444 Cherry Creek Road, Building B Lincoln, NE 68528	
12. CRITERIA FOR AWARD: Lowest, responsive, responsible offer, taking into consideration, equipment condition; equipment performance; warranty; best fit or suitability to County use of equipment; and, price.				

General Comments:

NOTE: Special Arrangements will be made for notification of Successful Contractor within 7 days of the bid opening (on or about June 1, 2005).

Signature

Firm Name

Date